

THIS IS NOT A
CERTIFIED COPY

This instrument was prepared by:
(and after recording, return to):
John S. Inglis, Esquire
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard, Suite 2800
Tampa, Florida 33602

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
TUSCANY SUBDIVISION AT TAMPA PALMS
OWNERS ASSOCIATION, INC.**

THIS IS NOT A
TABLE OF CONTENTS
CERTIFIED COPY

Page

I. DEFINITIONS..... 1

1. Additional Property..... 1
2. Articles..... 1
3. Association..... 1
4. By-Laws..... 1
5. Board of Directors..... 2
6. Common Area..... 2
7. Community 2
8. Community-Wide Standard 2
9. Declarant..... 2
10. District..... 2
11. Eligible Votes..... 2
12. Majority..... 2
13. Master Land Use Plan..... 2
14. Master Surface Water Management System..... 2
15. Modifications Committee 3
16. Mortgage..... 3
17. Mortgagee 3
18. New Construction Committee..... 3
19. Owner..... 3
20. Person..... 3
21. Plat 3
22. Tampa Palms Area 3 3
23. Unit 3

II. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS..... 4

1. Membership 4
2. Voting 4
3. Transition of Control..... 4

III. ASSESSMENTS..... 5

1. Purpose of Assessments..... 5
2. Creation of the Lien and Personal Obligation for Assessments 5
3. Computation..... 5
4. Assessments Payable to Tampa Palms Area 3 Owners Association, Inc. 6
5. Special Assessments. 6
6. Specific Assessments..... 6
7. Lien for Assessments 7
8. Subordination of the Lien to First Mortgages..... 7
9. Date of Commencement of Annual Assessments and Initial Capital
Contribution 8
10. Assessment Obligation of Declarant..... 8

THIS IS NOT A CERTIFIED COPY

IV. MAINTENANCE	
1. Association's Responsibility.....	8
2. Owner's Responsibility	9
3. Failure to Maintain.....	10
V. USE RESTRICTIONS AND RULES.....	10
1. General.....	11
2. Use of Units	11
3. Signs.....	11
4. Parking and Garages	11
5. Sales and Leases	11
6. Occupants Bound.....	12
7. Animals and Pets.....	12
8. Nuisance.....	12
9. Unsightly or Unkempt Conditions.....	13
10. Exterior Electrical Devices	13
11. Clotheslines, Solar Collectors, Trash Cans, Storage Tanks, Basketball Goals, Etc.	13
12. Subdivision of Unit.....	13
13. Fences	13
14. Window Treatments.....	14
15. Pools.....	14
16. Irrigation	14
17. Tents, Trailers and Temporary Structures	15
18. Removal and Addition of Trees and Vegetation.....	15
19. Use of Lakes and Ponds.....	15
20. Underground Utilities	15
21. Air Conditioning Units	15
22. Lighting.....	15
23. Artificial Vegetation, Exterior Sculpture, and Similar Items	15
24. Drainage Structures.....	15
25. Cable Television	15
26. Mailboxes.....	15
27. Construction Noise and Activities	16
28. Deck/Slab Areas.....	16
VI. ARCHITECTURAL STANDARDS.....	15
1. New Construction Committee.....	17
2. Modifications Committee	17
3. Additional Requirements	18
VII. INSURANCE AND CASUALTY LOSSES.....	18
1. Insurance.....	18
2. Individual Insurance.....	19
3. Damage and Destruction.....	20

THIS IS NOT A

CERTIFIED COPY

VIII. CONDEMNATION 21

IX. ANNEXATION OF ADDITIONAL PROPERTY 21

 1. Annexation Without Approval of Class..... 21

 2. Annexation With Approval of Class..... 22

 3. Condition of Annexation..... 22

X. EASEMENTS 22

 1. Easements for Encroachment and Overhang 22

 2. Easements for Use and Enjoyment 23

 3. Easements for Utilities 24

 4. Easement for Entry 24

 5. Easement to Tampa Palms Area 3 Owners Association, Inc 24

XI. CONSTRUCTION AND SALE PERIOD 24

XII. GENERAL PROVISIONS..... 25

 1. Enforcement..... 25

 2. Self-Help 26

 3. Duration 26

 4. Amendment..... 26

 5. HUD/FHA/VA and District Approval Rights..... 26

 6. Partition..... 27

 7. Gender and Grammar..... 27

 8. Severability 27

 9. Captions 28

 10. Conveyances of Common Area 28

 11. Perpetuities..... 28

 12. Indemnification 28

 13. Security 27

 14. Contracts Executed During Declarant Control 28

 15. Books and Records 28

 16. Financial Review 30

 17. Tampa Palms Area 3 Owners Association, Inc 30

 18. Agreements 30

 19. Dispute Resolution..... 30

 20. Cumulative Effect; Conflict..... 30

 21. Termination..... 31

I. DEFINITIONS. 1

 1. Additional Property..... 1

 2. Articles..... 1

 3. Association..... 1

 4. By-Laws..... 1

 5. Board of Directors..... 2

 6. Common Area..... 2

THIS IS NOT A CERTIFIED COPY

7. Community	2
8. Community-Wide Standard	2
9. Declarant	2
10. District.....	2
11. Eligible Votes.....	2
12. Majority.....	2
13. Master Land Use Plan.....	2
14. Master Surface Water Management System.....	2
15. Modifications Committee	3
16. Mortgage	3
17. Mortgagee	3
18. New Construction Committee.....	3
19. Owner.....	3
20. Person.....	3
21. Plat	3
22. Tampa Palms Area 3	3
23. Unit	3
II. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	4
1. Membership	4
2. Voting	4
3. Transition of Control.....	4
III. ASSESSMENTS.....	5
1. Purpose of Assessments.....	5
2. Creation of the Lien and Personal Obligation for Assessments	5
3. Computation.....	5
4. Assessments Payable to Tampa Palms Area 3 Owners Association, Inc.	6
5. Special Assessments.	6
6. Specific Assessments.....	6
7. Lien for Assessments	7
8. Subordination of the Lien to First Mortgages.....	7
9. Date of Commencement of Annual Assessments and Initial Capital Contribution.....	8
10. Assessment Obligation of Declarant.....	8

THIS IS NOT A
CERTIFIED COPY
**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**
FOR TUSCANY SUBDIVISION AT TAMPA PALMS OWNERS ASSOCIATION, INC.

THIS DECLARATION is made on the date set forth below by **NEW TAMPA, INC.**, a Florida corporation ("Declarant"). Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration in order to create a residential community of detached single-family homes; to impose upon such real property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such real property; to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property; and to provide for the possible subjecting of other real property to the provisions of this Declaration.

Declarant hereby declares that the real property described in Exhibit "A" and any additional property which may hereafter be made subject to this Declaration in accordance with the terms hereof, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and said real property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens contained in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land and the title to, the real property hereby or hereafter made subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration or in any amendment (unless the context shall prohibit), shall have the following meanings:

Section 1. "Additional Property" shall mean and refer to the real property and interests therein, in addition to the real property described in Exhibit "A" hereto, which may be made subject to this Declaration by annexation pursuant to Article IX.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached to this Declaration as Exhibit "B" and incorporated herein by this reference. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

Section 3. "Association" shall mean and refer to Tuscany Subdivision at Tampa Palms Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association, a copy of which is attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

THIS IS NOT A

CERTIFIED COPY

The By-Laws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the By-Laws.

Section 5. “Board of Directors” or “Board” shall mean and refer to members of the Board of Directors of the Association as from time to time elected or appointed.

Section 6. “Common Area” shall mean and refer to any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 7. “Community” shall mean and refer to that certain real property and interests therein described in Exhibit “A” attached hereto, and such additions of other real property as may be made by the Declarant or the Association by amendment hereto.

Section 8. “Community-Wide Standard” shall mean and refer to the standard of conduct, maintenance, or other activity specifically determined by the Board of Directors of the Association or committees thereof.

Section 9. “Declarant” shall mean and refer to New Tampa, Inc., a Florida corporation, its successors, successors-in-title or assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

Section 10. “District” shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

Section 11. “Eligible Votes” shall mean and refer to those votes available to be cast under the Declaration, the Articles, the By-Laws or Florida corporate law.

Section 12. “Majority” means and refers to those eligible votes, Owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

Section 13. “Master Land Use Plan” shall mean and refer to the plan for development of the Community or of Tampa Palms Area 3, as applicable, most recently approved by the City of Tampa, Florida, as it may be amended from time to time.

Section 14. “Master Surface Water Management System” shall mean and refer to the overall system designed, constructed and implemented upon the Community to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code.

THIS IS NOT A
CERTIFIED COPY

Section 15. “Modifications Committee” shall mean and refer to the committee established in Article VI, Section 2.

Section 16. “Mortgage” means and refers to a mortgage, deed to secure debt, deed of trust, security deed, and any and all other similar instruments granted to a bank, savings and loan association, insurance company, credit union, pension fund or other financial institution for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 17. “Mortgagee” shall mean and refer to the holder of a Mortgage.

Section 18. “New Construction Committee” shall mean and refer to the committee established in Article VI, Section 1.

Section 19. “Owner” shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any property located within the Community, excluding, however, the Association and any Person holding such interest merely as security for the payment or satisfaction of any obligation.

Section 20. “Person” means and refers to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

Section 21. “Plat” means and refers to the subdivision plat of Tuscany Subdivision at Tampa Palms recorded in Plat Book 107, page 159 of the public records of Hillsborough County, Florida.

Section 22. “Tampa Palms Area 3” shall mean and refer to the community created by recordation of the Declaration of Covenants, Conditions, and Restrictions for Tampa Palms Area 3 Owners Association, Inc. recorded in O. R. Book 8657, page 1328, as amended by Amendment recorded in O.R. Book 10073, page 554, by Amendment recorded in O.R. Book 10896, page 1445, by Amendment recorded in O.R. Book 11220, page 831, by Amendment recorded in O.R. Book 12668, page 628, by Amendment recorded in O.R. Book 14218, page 657 and by Amendment recorded in O.R. Book 17139, page 377, all of the public records of Hillsborough County, Florida, and as it may subsequently be amended from time to time.

Section 23. “Unit” shall mean and refer to a lot or tract intended for ownership and use as permitted in this Declaration and as shown on the Plat of the Community, as recorded in the public records of Hillsborough County, Florida. The term “Unit” shall include land and structures which may now and hereafter be constructed thereon within the boundaries as shown on the Plat. The ownership of each Unit shall include, and there shall pass with each Unit as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Area, which shall include, without limitation, membership in the Association. Each Unit shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, or encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration.

THIS IS NOT A
CERTIFIED COPY

ARTICLE II
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Declarant and every Person who is the record owner of a fee or undivided fee interest in any Unit that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the payment or performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit. In the event of multiple Owners of a Unit, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Unit owned.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) **Class "A".** Class "A" members shall be all Owners, with the exception of the Declarant. Class "A" members shall be entitled to one (1) equal vote for each Unit owned. When more than one (1) Person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

(b) **Class "B".** The sole Class "B" member shall be the Declarant. Declarant shall be entitled to five (5) votes for each Unit in the Community owned by Declarant. The Class "B" Member shall be entitled to cast all its votes in any vote or election held by the Association. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) when seventy-five (75%) percent of the total Units permitted by the Master Land Use Plan for the Community and for Tampa Palms Area 3 have been conveyed to Persons other than the Declarant or a builder holding title for purposes of development and sale;

(ii) January 1, 2040; or

(iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Unit it owns.

Section 3. Transition of Control. Any other provision of this Article II to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not less than three (3) months after ninety percent (90%) of

THIS IS NOT A

CERTIFIED COPY

the Units in all phases of the Community that will ultimately be operated by the Association have been conveyed to Owners. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in all phases of the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE III ASSESSMENTS

Section 1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Units, including the maintenance of real and personal property within the Community or owned by the Association, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as provided below; and (c) specific assessments levied against any particular Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with interest at the maximum lawful rate, costs, and reasonable attorney's fees actually incurred including costs and fees through the appellate process, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Unit, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title pursuant to the remedies provided in the Mortgage.

Assessments shall be levied equally on all Units and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in monthly installments.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve sufficient to meet the projected needs for replacement or repair of each asset. The Board shall cause the budget and the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessments shall become effective unless disapproved at a meeting by a Majority of the Owners. Notwithstanding the foregoing, however,

THIS IS NOT A

CERTIFIED COPY

in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Assessments Payable to Tampa Palms Area 3 Owners Association, Inc.

The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to Tampa Palms Area 3 Owners Association, Inc. as provided in Article X of the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. Such assessments shall constitute a common expense of the Association and shall be included in the operating budget of the Association, and shall have first priority for payment out of any income of the Association. This assessment obligation shall be enforceable by Tampa Palms Area 3 Owners Association, Inc. against the Association and each Owner as provided in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Unit, exclusive of any special assessments pursuant to Article VII, Section 3(b) herein, does not exceed One Thousand (\$1,000.00) Dollars in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of such special assessments allocable to any Unit to exceed this limitation shall be effective only if approved by a Majority of the Class "A" members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Special assessments shall be levied only upon Units otherwise subject to assessment under Section 9 and 10 of this Article.

Section 6. Specific Assessments. The Board shall have the power specifically to assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess any Unit, regardless of whether the Unit is otherwise subject to assessment under Section 9 of this Article (but excluding unimproved and improved unoccupied Units owned by the Declarant), for the following Association expenses, except for expenses incurred for routine maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Units may be specifically assessed equitably among all of the Units which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Units, but which do not provide an equal benefit to all Units, may be assessed equitably among all Units according to the benefit received.

THIS IS NOT A

CERTIFIED COPY

Section 7. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; and (c) the lien for assessments or other charges of Tampa Palms Area 3 Owners Association, Inc. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the voting rights and right to use the Common Area of a member who is in default in payment of any assessment.

Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit.

All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments that thereafter become due. Where the Mortgagee of a first Mortgage of record or other purchaser of a Unit obtains title at a foreclosure sale or pursuant to a deed in lieu of foreclosure, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including such acquirer, his successors and assigns.

THIS IS NOT A CERTIFIED COPY

Section 9. Date of Commencement of Annual Assessments and Initial Capital Contribution. The annual assessments provided for herein shall commence as to each Unit subject to this Declaration on the first day of the month following the conveyance of the Unit with a completed home thereon. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. At the closing of the conveyance of a Unit with a completed home thereon, the home purchaser(s) shall pay to the Association the sum of \$300.00 as an initial capital contribution to the Association. This amount shall not be returned upon any subsequent resale of the home.

Section 10. Assessment Obligation of Declarant.

(a) After the commencement of assessment payments as to any Unit, notwithstanding anything contained herein to the contrary, Declarant may elect either of the following alternatives as a method of paying its assessments as to Units owned by the Declarant:

(1) pay the assessments for each Unit owned; or

(2) pay to the Association in the form of a subsidy the difference between the amount received in assessments from all Owners other than Declarant and the amount of the actual expenditures required to operate the Association for the year. Payment under either of the foregoing options shall constitute full payment of all assessments owed under this Declaration.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. Except as may be provided below, the Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Area, including, but not limited to, any automatic entranceway gates and other entranceway features and any clubhouse serving the Community that the Declarant may construct. The Association shall also be responsible for mowing Declarant approved lawns on individual Units and maintaining

THIS IS NOT A

CERTIFIED COPY

Declarant approved landscaping on individual Units, including fertilizing and routine tree and shrub trimming. The Association shall be responsible for all maintenance, repairs and replacements to all irrigation systems serving the Unit as more fully provided in Article V, Section 16 below.

The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. Tampa Palms Area 3 Owners Association, Inc. shall be authorized to assume all or any part of the maintenance responsibilities of the Association hereunder and under the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. and to assess all costs thereof to the Owners as a Subdistrict Assessment pursuant to Article X, Section 1 of such Declaration.

In order to perform the repairs or maintenance authorized by this Section, the agents or employees of the Association may enter upon any Unit and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time. The Declarant, for itself and the Association, hereby reserves a perpetual easement on, over, across, and through all portions of each Unit for the purpose of satisfying the Association's maintenance and repair rights and obligations, as set forth in this Article IV and otherwise in this Declaration.

All portions of the Community which contain portions of the Master Surface Water Management System shall be maintained by the Association as an Association expense. It is the responsibility of the Association, as an Association expense, to operate, maintain and repair the Master Surface Water Management System and to enforce, or take such appropriate actions as may be necessary to cure violations of the routine maintenance and non-interference covenants of the Owners under the Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District. The Declarant shall also have the right to enforce the obligations of the Association described in this Section 1.

Notwithstanding anything contained herein to the contrary, and regardless of the actual ownership of said Tracts, the Private Roadway Tract A, the Private Drainage Easement Tracts B, C and I shown on the Plat, the Wetland Conservation Tract D, and the Private Landscaping Tracts E and G shown on the Plat shall be maintained by the Association. The Wetland Conservation Tracts F and H shown on the Plat shall be maintained and controlled by the Tampa Palms Area 3 Owners Association, Inc.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance and repair of the Unit, including, but not limited to, maintaining the property, whether or not a structure is constructed thereon, in a neat, clean, and attractive condition, and

THIS IS NOT A

CERTIFIED COPY

maintenance of all walkways and driveways located within the boundaries of the Unit, shall be the responsibility of the Owner thereof. Maintenance and repair, including resurfacing of driveways and walkways, shall be performed consistent with the architectural standards contained in Article VI of this Declaration, and such other design guidelines as may be promulgated pursuant thereto. In addition, the Owner shall maintain the roof of the Unit, all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries, including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, chimney flues, if any (which are to be regularly cleaned), or other apparatus serving only the Unit. The Owner of any Unit which is adjacent to a lake, pond or other body of water or which is separated from such body of water only by Common Area shall maintain landscaping on all property between the Unit boundary and such body of water. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

Section 3. Failure to Maintain. In the event that the Board of Directors of the Association determines that (a) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (b) the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder was caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by insurance, in whole or in part, then the Association may order the repairs, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary.

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ten (10) days from the date of the notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If the necessary maintenance is the responsibility of the Association under Section 1 of this Article, or if the Owner fails to perform his maintenance responsibility as required herein, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and all costs shall be specifically assessed and shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

ARTICLE V USE RESTRICTIONS AND RULES

Section 1. General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Units and the Common Area. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Class "A" members holding a Majority of the total votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

THIS IS NOT A

CERTIFIED COPY

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. and with the rules and regulations of Tampa Palms Area 3 Owners Association, Inc.

Section 2. Use of Units. All Units shall be used for single-family residential purposes exclusively. No Unit shall be occupied by more than two (2) individuals per bedroom. No business or business activity shall be carried on, in or upon any Unit at any time except with the written approval of the Board of Directors. Leasing of a Unit in accordance with Section 5 of this Article shall not be considered a business or business activity. No garage sales or open houses will be permitted in the Community.

Section 3. Signs. No sign of any kind shall be erected within the Community without the prior written consent of the appropriate committee pursuant to Article VI hereof. The Board and the Declarant shall have the right to erect signs without the necessity of obtaining such consent.

Section 4. Parking and Garages. All Units shall be constructed with garages. All garages shall have doors which shall be kept closed at all times except when entering or exiting the garage. Parking shall be permitted only in the garage or in the driveway serving each Unit and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No vehicles may be parked on paved streets overnight. All commercial vehicles, trucks, tractors, mobile homes, equipment trailers (either with or without wheels), motor homes, recreational vehicles, campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could reasonably have been parked in the garage as originally constructed. Disabled and/or stored vehicles shall not be kept on any Unit unless parked entirely within a closed garage so as not to be visible from the street or neighboring Units. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current operating license or is obviously inoperable, and a vehicle shall be considered "stored" if it is put on blocks or covered with a tarpaulin and is not removed from the Unit for a period in excess of five (5) days. The Board of Directors of the Association and the Board of Directors of the Tampa Palms Area 3 Owners Association, Inc. may promulgate rules and regulations which further restrict parking in the Community.

Section 5. Sales and Leases. Within fifteen (15) days of executing a sales contract on any Unit, the Owner shall notify the Board of Directors in writing of the name of the purchaser of the Unit and such other information as the Board may reasonably require.

Units shall be leased for single family residential purposes only. Owners may rent or lease Units for periods of at least one (1) year. All tenants are subject to reasonable approval by the Association. The Owner shall deliver to the Association at least ninety (90) days before the lease is to commence (a) an informational form, including credit information, completed by the tenant, and (b) a copy of the proposed written lease agreement. If the Association does not

THIS IS NOT A

CERTIFIED COPY

object in writing to the proposed tenant within seven (7) days after receiving this information, then the tenant will be deemed to be approved by the Association. The Association shall have the right to enforce its rules and regulations and the restrictions set forth in this Declaration against any tenant and the Owner but without any obligation to do so against any tenant, such enforcement being the sole responsibility of the Owner. The Owner/lessor hereby delegates and assigns to the Association, acting through the Board, the power and authority to enforce against the tenant/lessee all breaches resulting from the violation of the Declaration, By-Laws and the rules and regulations, including the power and authority to evict the lessee on behalf of and for the benefit of the Owner of such unit, in accordance with the terms hereof, for violations of this Declaration, By-Laws, or of the rules and regulations. In the event the Association proceeds to evict the lessee, any costs associated with the eviction not collected from the lessee, including attorney's fees and court costs, shall be specifically assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

Section 6. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant hereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants and guests of any Unit.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets consisting of no more than two (2) four (4) legged animals weighing one hundred (100) pounds or less, provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board of Directors, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit or its enclosed fenced area be confined on a leash held by a responsible Person. No pitbull terriers, doberman or rottweilers are permitted within the Community. Each Owner shall be responsible for promptly scooping all pet refuse. The Association reserves the right to designate specific dog walk areas. Subject to obtaining applicable governmental approvals, Declarant may, but shall not be obligated to, establish within the Community a dog park where Owners may let their dogs run and exercise while attended to by the Owner subject to such rules and regulations established by the Declarant or Association from time to time. Neither Declarant nor Association assumes any liability for any loss, damage, or injury to person, pet or property in connection with any such dog park and each Owner and their pet assumes the risk of utilizing the same. Each Owner, their licensees, invitees and guests hereby waives and releases the Association and Declarant from any liability, claim or cause of action whatsoever arising out of, related to or in connection with the use of any such dog park.

Section 8. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet,

THIS IS NOT A

CERTIFIED COPY

safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. No Owner or person may play or suffer to be played any musical instrument, tape player, CD player, Ipod, MP3 player, radio, television or other similar device in any Unit between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall, in any manner, disturb or annoy any other Owner or person within the Community.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Community.

Section 10. Exterior Electrical Devices. No exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereof, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Community without the prior written approval of the New Construction Committee. Notwithstanding anything herein to the contrary, satellite dishes less than twenty inches (20") in diameter do not require the prior written approval of the New Construction Committee; provided, however, so long as reception is not impaired in such a way as to impair acceptable quality signal, the New Construction Committee shall have the ability to monitor the location of any such satellite less than twenty (20") inches in diameter and such dishes shall not be located on the roof and shall only be located on the rear one half of any Unit.

Section 11. Clotheslines, Solar Collectors, Trash Cans, Storage Tanks, Basketball Goals, Etc. No clotheslines, solar collectors or storage tanks shall be allowed on any Units except where such activities are mandated by governmental authorities for any energy conservation purposes and in such event the New Construction Committee or Modification Committee as appropriate shall have the right to approve the type of devices to be employed in this regard. No clothing, bedding or other similar items shall be hung over or on any window, door, walls or fences if the same is visible from the street. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. All trash containers must be stored in the garage, except on trash collection day(s). No yard accessories, ornamental displays or play structures shall be allowed on any Unit. Portable sports equipment, including basketball goals and hoops, may be used during the day but must be stored in the garage at night.

Section 12. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors and the Tampa Palms Area 3 Owners Association, Inc. Declarant, however, hereby expressly reserves the right to replat any Unit or Units which it owns.

THIS IS NOT A

CERTIFIED COPY

Section 13. Fences. No fencing or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Unit, without the prior written consent of the New Construction Committee or Modifications Committee, as appropriate. Such Committee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a wood, chain link fence or hog wire fence be approved on any part of the Community.

Section 14. Window Treatments. Any portion of window shades, drapery linings, and other window treatments visible from the exterior of a Unit shall be white, off-white, natural wood or other neutral color. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades, or any other purpose.

Section 15. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 16. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Community shall be installed, constructed or operated within the Community unless prior written approval has been received from the New Construction Committee or Modifications Committee.

Each Unit shall have an automated lawn irrigation system as part of the original construction of improvements. Such systems shall provide for a timer mechanism and such irrigation lines and sprinkler heads as may be installed and constructed by Declarant or its designee. It is the intent of this provision to assure the aesthetic values of the Units by providing a mechanism whereby the Owner of each Unit may have a reasonable level of confidence that all Owners of Units will provide properly and timely irrigation of their lawns. Owners acknowledge that such system is not a guaranty that all plant life will survive or live, factors other than water determine whether plants and vegetation survive. Declarant and Association shall not be liable for any loss of plants or vegetation. Once such automated system is installed as part of original construction of improvements to a Unit, it shall be the obligation of the Association to maintain such system, together with timing or other automation equipment, if any, in good working order including, but not limited to, any damage or loss of any sprinkler heads or pipes, unless such damage to the system or equipment related thereto is caused by the negligence or intentional act of an Owner, in which case the Owner shall pay all costs associated with any such repair or replacement and if such Owner fails to pay for said costs the Association may levy a special assessment against such Owner for the same. Owner shall utilize such irrigation system to maintain the lawn of the Unit in a properly irrigated manner. If a Unit Owner fails to do so, the Association shall have the same rights of enforcement it has with respect to maintenance of Unit and improvements generally.

Declarant for itself, the Association and their successors and assigns reserves a non-exclusive easement over, under and across each Unit for the purpose of construction, installation, existence, maintenance and repair of the irrigation system as well as other maintenance activities to be performed by the Association.

The irrigation system may receive, at some point, reclaimed water as more particularly described in Article XII, Section 22 hereof.

THIS IS NOT A
CERTIFIED COPY

Section 17. Tents, Trailers and Temporary Structures. No tent, trailer, structure of a temporary nature, such as a tent, shack, or utility shed, shall be placed or maintained on any part of the Community.

Section 18. Removal and Addition of Trees and Vegetation. No Person may remove trees or ground cover on any Unit except as approved in accordance with Article VI hereof; provided, however, pruning as may be reasonably necessary to encourage the most desirable growth shall be permitted.

Section 19. Use of Lakes and Ponds. No boats or motors of any type or size shall be permitted on any lakes, ponds or other bodies of water within the Community. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE AUTHORIZED OR UNAUTHORIZED USE OF LAKES, PONDS, OR OTHER BODIES OF WATER WITHIN THE COMMUNITY BY ANY OWNER OR OCCUPANT OR THEIR GUESTS, INVITEES OR LICENSEES. The Tampa Palms Open Space and Transportation Community Development District shall have the right to impose reasonable user fees for authorized use of lakes, ponds and other bodies of water within the Community.

Section 20. Underground Utilities. All cables, wires, pipes, conduits and other apparatus for provision of utilities to a Unit or any structure thereon shall be buried underground.

Section 21. Air Conditioning Units. No window air conditioning units may be installed.

Section 22. Lighting. Except for seasonal (day after Thanksgiving until January 7) holiday decorator lights, all exterior lights must be approved as provided in Article VI. In no event shall tiki torches or other similar lighting be permitted on or about the exterior of any Unit.

Section 23. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or decorative rocks shall be permitted on the exterior of any Unit. Exterior sculpture, fountains, flags, and similar items must be approved as provided in Article VI.

Section 24. Drainage Structures. Unless first approved by the New Construction Committee and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Unit, Common Area or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Unit which materially adversely affect the drainage of or to neighboring Units or the Common Area.

The Unit Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Unit Owners shall address any questions regarding authorized activities within the wet detention ponds to the

THIS IS NOT A

CERTIFIED COPY

Southwest Florida Water Management District ("SWFWMD"), Brooksville Service Office, Surface Water Regulation Manager. No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat or plats of the subdivision, unless prior approval is received from the SWFWMD Brooksville Regulation Department. Each Owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD.

Section 25. Cable Television. The Declarant, for itself and the Association, is authorized to negotiate and enter into a contract for the provision of cable television services to the Community, under such terms and conditions as the Declarant or the Association, as applicable, deems appropriate in its discretion. To the extent that any Owner desires cable television service to be provided to its Unit, then such Owner shall be obligated to purchase service from any company with which the Declarant or the Association has entered into an exclusive arrangement. To the extent that bulk cable television service is to be provided under such contract, then any charges therefor shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Units in the Community. If a bulk service contract is entered, then the provision of additional premium cable services to each Unit shall be determined by each individual Owner, and the cost of such additional premium cable services shall be borne directly by such individual Owner. If any cable television contract entered into does not provide for bulk services, then the scope and cost of cable services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner.

Section 26. Mailboxes. At such time as U. S. Postal Service delivery is available to each Unit, each Unit shall have a uniform mailbox, either in a central location or on the Unit, as prescribed by the Association. Each Owner shall be responsible for the maintenance, repair and any necessary replacement of the mailbox.

Section 27. Construction Noise and Activities. Owners acknowledge that construction will be ongoing so long as Declarant owns property within the Community and that with any such construction there will be construction noise. By accepting a deed to any Unit each Owner accepts the construction noise and activities being a condition of the Community.

Section 28. Deck/Slab Area. Units may have the ability to have decks/slab installed in the rear of the Unit as part of the Unit contracted for by the Owner with the builder of the home. These deck/slab areas shall be utilized only as sitting areas and outdoor grilling areas with barbeque grills. Deck/slab areas shall not be utilized as an additional storage area or for the placement of a "POD" or other type of storage container system.

ARTICLE VI ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of either Committee

THIS IS NOT A

CERTIFIED COPY

established in Sections 1 and 2 of this Article. This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any land subject to this Declaration or lands subject to annexation as discussed in this Declaration. In general, architectural design must incorporate elements that have endured the test of time, with well executed details that are consistent with the architectural style. The designs must be customized to each home site and maximize natural features that exist. Each Unit will be considered as a unique situation and approval in one case will not indicate approval will be granted in other cases. No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate Committee has been obtained.

Section 1. New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction over all original construction within any portion of the Community. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Community and who shall conduct their operations strictly in accordance therewith. Plans and specifications for new construction showing the nature, kind, shape, color, size, materials and location of such new construction, shall be submitted to the NCC for approval as to quality of workmanship and design, and as to location, topography and finished grade. In the event that the NCC fails to approve or disapprove such plans or to request additional information reasonably required within fifteen (15) days after submission, the plans shall be deemed approved.

Until all of the Units have been conveyed to purchasers in the normal course of development and sale, or until the right of the Declarant to submit such properties to the Declaration expires, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least one (1), but no more than three (3), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provided in Section 2 for the Modifications Committee.

Section 2. Modifications Committee. The Modifications Committee ("MC") shall consist of at least one (1) and no more than three (3) members, all of whom shall be initially appointed by the Declarant. Upon termination of the Class "B" membership, control of the MC shall be turned over to the Association for appointment of members by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the Modifications Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finished grade

THIS IS NOT A

CERTIFIED COPY

elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of any dwelling comprising his Unit, or to paint the interior of such dwelling any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by a written instrument in recordable form acknowledged by such Owner on behalf of himself and his successors-in-interest.

Section 3. Additional Requirements. The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, the architectural control provisions contained in Article XI of the Declaration of Covenants, Conditions and Restrictions for the Tampa Palms Area 3 Owners Association, Inc. Whenever approval of the Board of Directors or a committee responsible for architectural standards is required hereunder, the granting of such approval shall not dispense with the need also to comply with the approval procedures set forth in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. All proposed construction, modifications, alterations and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Declaration of Covenants for Tampa Palms Area 3 Owners Association, Inc.

The architectural rules and guidelines promulgated pursuant to this Declaration shall be consistent with the rules and guidelines promulgated by the New Construction Committee and the Modifications Committee established pursuant to the Declaration for Tampa Palms Area 3 Owners Association, Inc. and shall also be consistent with the Community Development Codes and Land Use Standards established for Tampa Palms Area 3. Notwithstanding the above, the Association and committees thereof may impose stricter rules and guidelines for architectural control than those established by Tampa Palms Area 3 Owners Association, Inc.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for any insurable improvements on the Common Area and as otherwise provided in Article IV hereof. Premiums for all insurance shall be common expenses of the Association. This insurance shall cover loss or damage by fire and other hazards normally included under an extended coverage policy, vandalism, and malicious mischief. The policies may contain a reasonable deductible. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. All such insurance coverage obtained by the Board of Directors shall be

THIS IS NOT A

CERTIFIED COPY

written in the name of the Association and the respective benefited parties as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida and holding a Best's rating of B+ or better and a rating of XI or better in the Financial Size Category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All liability policies shall be for the benefit of the Unit Owners.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the greater metropolitan Tampa, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

THIS IS NOT A
CERTIFIED COPY

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of cancellation, substantial modification, or nonrenewal.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds, if reasonably available, on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association does not provide any insurance for any portion of individual Units, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit and all structures thereon, and its contents and a liability policy covering damage or injury occurring on a Unit. The casualty insurance shall cover loss or damage by fire and other hazards generally insured against under a standard extended coverage policy, vandalism, and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner.

In the event of loss, damage, or destruction of structures comprising a Unit, the Owner shall either (i) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, allowing for such modifications as may be necessary to meet current building codes or as may be approved in accordance with Article VI hereof; or (ii) the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter maintain it in a neat, clean, and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

(a) **In General.** Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location as existed prior to the fire or other casualty, with such modifications as are necessary to meet current building codes.

THIS IS NOT A

CERTIFIED COPY

(b) **Repair and Reconstruction.** Any damage or destruction to the Common Area shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five (75%) percent of the Class "A" members and the Class "B" member, so long as such membership shall exist, shall otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction to the Common Area shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Units owned. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be cleared of all debris and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

**ARTICLE VIII
CONDEMNATION**

In the event of condemnation of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor unless within sixty (60) days after such taking the Class "B" member (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree. The provisions of Article VII, Section 3, above, applicable to Common Area improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

**ARTICLE IX
ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Annexation Without Approval of Class "A" Membership.

(a) As the Owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until January 1, 2040, to subject additional real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the land records of Hillsborough County, Florida, an amendment with respect to the property being annexed. Any such annexation shall

THIS IS NOT A

CERTIFIED COPY

be effective upon the filing for record of such amendment unless otherwise provided therein. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of then Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

(b) The rights reserved unto Declarant to subject additional land to the Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association nor any obligation, if subjected, to build housing of the same type, design, or materials thereon. If such additional land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent Owner thereof, whether or not such uses are consistent with the covenants and restrictions imposed hereby.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the Owner thereof, and upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the public records of Hillsborough County, Florida, an amendment with respect to the property being annexed. Any such amendment shall be signed by the President and Secretary of the Association, and any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, is specified in the By-Laws of the Association.

Section 3. Condition of Annexation. No property shall hereafter be made subject to this Declaration unless at the time it is made subject hereto it is subject to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc.

ARTICLE X EASEMENTS

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, occupant, or the Association.

THIS IS NOT A
Section 2. Easements for Use and Enjoyment.
CERTIFIED COPY

(a) Every Owner of a Unit shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area and to limit the number of guests of Unit Owners and occupants who may use the Common Area, by use of identification tags or passes, or otherwise;

(ii) the right of the Association to suspend the voting rights of a Unit Owner and the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against his Unit which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;

(iii) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Area; provided, however the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed or given by Declarant or any Unit Owner, encumbering any Unit or other property located within the Community. (Any provision of this Declaration or any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Unit or Unit Owner, or the holder of any Mortgage, irrespective of when executed or given by Declarant or any Unit Owner, encumbering any Unit or other property located within the Community); and

(iv) the right of the Association to grant easements across the Common Area to persons who are not Owners; and

(v) the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the members of the Association and subject to such easement rights for access and utilities granted under a recorded subdivision plat for the Community.

(b) Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Area and facilities located thereon on the members of his family, his tenants and guest and shall be deemed to have made a delegation of all such rights to the occupants of his Unit, if leased.

THIS IS NOT A

CERTIFIED COPY

Section 3. Easements for Maintenance and Utilities. There are hereby reserved to the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining the exterior paint of all Units, for lawn mowing and landscape maintenance as provided in Section IV. 1. of this Declaration and for utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement. Notwithstanding the above, all utilities shall be installed underground.

There is also reserved hereby a blanket easement to the Tampa Palms Open Space and Transportation Community Development district upon, across, above and under all property within the Community for the purpose of maintaining drainage systems and facilities.

Section 4. Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, fireman, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5. Easement to Tampa Palms Area 3 Owners Association, Inc. The officers, agents, employees and independent contractors of Tampa Palms Area 3 Owners Association, Inc. shall have a nonexclusive easement to enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of Tampa Palms Area 3 Owners Association, Inc. as set forth in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., its By-laws and rules and regulations.

ARTICLE XI CONSTRUCTION AND SALE PERIOD

Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a non-exclusive, perpetual right, privilege, and easement with respect to the Community for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Community, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Community and any Additional Property. The reserved easement shall constitute a burden on the title to the Community and specifically includes, but is not limited to:

THIS IS NOT A CERTIFIED COPY

(a) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Community; and the right to tie into any portion of the Community with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over the Community; and

(b) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, and sales offices in the Community, and to establish separate access to such sales offices by means other than the entrances and roadways constituting Common Areas of the Community;

(c) No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Community, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

This Article shall not be amended without the express written consent of the Declarant.

ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. Each Owner and every occupant of a Unit shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Unit, if any. The Board of Directors may impose fines, which shall be collected as provided herein for the collection of assessments, and also impose other sanctions as provided or permitted under this Declaration or the By-Laws of the Association for violations thereof or of the rules and regulations. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

A breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by Tampa Palms Area 3 Owners Association, Inc. Tampa Palms Area 3 Owners Association, Inc. shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the Board or any Owner. The failure of Tampa Palms Area 3 Owners Association, Inc. to enforce any of the limitations, restrictions, conditions or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, Tampa Palms Area 3 Owners Association, Inc. as a result of such failure.

THIS IS NOT A CERTIFIED COPY

The prevailing party in any action at law or in equity instituted by the Board of Directors, on behalf of the Association, an aggrieved Owner or the Tampa Palms Area 3 Owners Association, Inc. to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorneys' fees, including costs and fees incurred through the appellate process.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Unit Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorneys' fees actually incurred including costs and fees for appeal, may be specifically assessed against the violating Unit Owner and the Unit and may be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a Majority of the votes which the Class "A" members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

No such renewal or extension shall be effective unless there is filed for record in the public records of Hillsborough County, Florida, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Class "A" members of the Association. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provision of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this

THIS IS NOT A

CERTIFIED COPY

Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. Further, so long as the Class "B" membership exists, Declarant may unilaterally amend this Declaration for any other purpose, provided such amendment does not materially adversely affect the substantive rights of any Unit Owner hereunder nor adversely affect title to any Unit without the consent of the affected Unit Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Class "A" members and, so long as Declarant has an unexpired option to subject property to this Declaration or owns a Unit held primarily for sale or lease, the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation in the Hillsborough County, Florida, land records, unless a later effective date is specified therein.

No amendment to this Declaration which materially affects the rights or interests of Tampa Palms Area 3 Owners Association, Inc. shall be valid unless approved in writing by the Board of Directors of Tampa Palms Area 3 Owners Association, Inc.

Section 5. HUD/FHA/VA and District Approval Rights. Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public or any Common Area, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Units in the Community, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Area, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Master Surface Water Management System for the Community.

Section 6. Partition. The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Units located within the Community.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but in the application of any provision of

THIS IS NOT A

CERTIFIED COPY

this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 9. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 10. Conveyances of Common Area. The Association shall accept such conveyances of Common Area as are made from time to time to the Association by Declarant.

Section 11. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 12. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees including costs and fees for appeal, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever held each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 13. Security. It is contemplated, at this time, and subject to the construction thereof that a gate or gates will be constructed within the Community to limit access to the Community. Any and all such gate or gates shall be maintained by the Association. Neither Declarant nor Association assumes any liability and any Owner, their licensees, invitees and guests and each hereby waives and releases the Association and Declarant from any liability, claim or cause of action whatsoever arising out of, related to or in connection with any unauthorized or improper entry into the Community by any means whatsoever, including but not limited to the failure to close, lock or maintain the gate or from any person, vehicle, entity, service person or vehicle being delayed or prevented from entering the Community or being able to arrive at any Unit or otherwise assist any Owner. Tampa Palms Area 3 Owners Association, Inc., in cooperation with the Association, will strive to maintain Tampa Palms Area 3 as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION, TAMPA

THIS IS NOT A

CERTIFIED COPY

PALMS AREA 3 OWNERS ASSOCIATION, INC., NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN TAMPA PALMS, AND NEITHER THE ASSOCIATION, TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC., NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC., THEIR BOARDS OF DIRECTORS, THE DECLARANT, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT THE DECLARANT, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 14. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association prior to extinguishment of the Declarant's veto power established in the By-Laws of the Association, shall contain a termination clause permitting the Association to terminate the contract or lease at any time after extinguishment of the Declarant's veto power, without cause and without penalty, upon not less than thirty (30) nor more than ninety (90) days' written notice.

Section 15. Books and Records.

(a) **Inspection by Members and Mortgagees.** This Declaration, the By-Laws, copies of rules and regulations, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

THIS IS NOT A

CERTIFIED COPY

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 16. Financial Review. A financial review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial review at the annual meeting, the Class "A" members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual financial statement within ninety (90) days after the end of each fiscal year.

Section 17. Tampa Palms Area 3 Owners Association, Inc. Every Owner, by acceptance of a deed to property within the Community, acknowledges that he or she is subject to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., as amended from time to time, and is automatically a member of Tampa Palms Area 3 Owners Association, Inc. However, in the case of any inconsistencies between the terms of Article V (Use Restrictions and Rules) and Article VI (Architectural Standards) hereof and those contained in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. the terms hereof shall control.

Section 18. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article IX above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 19. Dispute Resolution. Tampa Palms Area 3 Owners Association, Inc., may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other subdistrict of Tampa Palms, as defined in the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Associations, Inc.

Section 20. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association; provided, however, in the event of conflict between or among the provisions of this Declaration, the By-Laws, Articles of Incorporation or rules and regulations pursuant thereto and the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., its By-Laws, articles of incorporation or rules and regulations, those of Tampa Palms Area 3 Owners Association, Inc. shall be superior to those of the Association, except as provided in Section 17 of this ARTICLE XI. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of Tampa Palms Area 3 Owners Association, Inc.

THIS IS NOT A CERTIFIED COPY

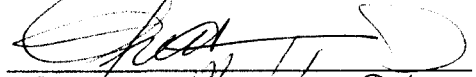
Section 21. Termination. The homeowners association structure created by this Declaration shall not be terminated without the prior written consent of the Board of Directors of Tampa Palms Area 3 Owners Association, Inc.

Section 22. Reclaimed Water. The Community may be required to accept reclaimed water for irrigation purposes either from city, state or county. Any costs and expenses associated with the reclaimed water system or the acceptance thereof or operating expenses shall become a common expense of the Association. If the reclaimed water system is not maintained by the provider then the Association shall maintain the same. The Association shall be responsible for any labeling, designating of the reclaimed water as required by law.

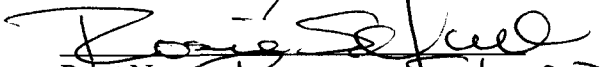
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 21st day of January, 2008.


NEW TAMPA, INC., a Florida corporation

Witnesses:



Print Name: Regina Hill


Print Name: Rose Polano

By: 
Warren Kinsler, President

THIS IS NOT A CERTIFIED COPY

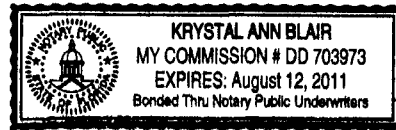
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 21st day of January, 2008, by Warren Kinsler, the President of New Tampa, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Krystal Ann Blair

Notary Public
Print Name: KRYSTAL ANN BLAIR
My Commission Expires: AUG. 12, 2011

[notary seal]



THIS IS NOT A
CERTIFIED COPY

EXHIBITS

- “A” Land Initially Submitted
- “B” Articles of Incorporation of Tuscany Subdivision at Tampa Palms
Owners Association, Inc.
- “C” By-Laws of Tuscany Subdivision at Tampa Palms Owners Association, Inc.

JOINDERS

JOINDER OF WOODSIDE TAMPA PALMS, LLC (as to Lots 62 through 157, inclusive)

JOINDER OF AMSOUTH BANK

THIS IS NOT A
CERTIFIED COPY

EXHIBIT "A"

Legal Description

Lots 1 through 61, inclusive; Lots 158 through 198, inclusive; and Tracts A, B, C, D, E, F, G, H and I, TUSCANY SUBDIVISION AT TAMPA PALMS, according to the plat thereof recorded in Plat Book 107, page 159 of the Public Records of Hillsborough County, Florida.